Memorandum of Agreement Between King County and the City of Redmond Relating to Indigency Screening Services

This AGREEMENT entered into this 25th day of May 2009 between King County State of Washington, hereinafter referred to as the "County", and the municipal corporation of Redmond hereinafter referred to as the "City"

WITNESSETH

WHEREAS the City pursuant to RCW 10 101 020 and RCW 10 101 030 is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services and.

WHEREAS the County is authorized by King County Code 2 60 070 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments mutual covenants and agreements herein contained

IT IS THEREFORE covenanted and agreed as follows

I OBLIGATIONS

- A In consideration of the promise of the City and payment of the sum hereinafter set forth the County promises to
 - 1 Perform consistent with available resources all services relating to screening for financial indigency as set forth in the statute
 - 2 Except as set forth in section VII A below services to be provided by the County pursuant to this agreement do not include legal services which shall be provided by the City at its own expense
 - Routinely schedule a trained screener to perform the screening for financial indigency
 - The County will provide a substitute screener for scheduled and predictable absences by the regularly scheduled screener. The County will attempt to find a substitute for unscheduled and unpredictable absences by the regularly scheduled screener, but does not warrant that a substitute will always be provided or will be provided by the usual starting time.
- B In consideration of the promises of the County herein before set forth the City promises to
 - Make available a copy machine for use in duplicating materials required to perform Indigency Screening Services
 - Follow the King County District Court East Division at the Redmond Courthouse (KCDC) system for notification of any temporary cancellations of the screener's services. If the KCDC is closed due to adverse conditions, the Office of the Public Defender (OPD) will be notified by calling (206-296-7582) so the screener may be notified.

Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This assessment is the responsibility of the defendant to pay directly to the City of Redmond Finance Counter. Collection of fees and all communication to defendants regarding collections is the responsibility of the City.

II COMPENSATION AND METHOD OF PAYMENT

The City shall reimburse the County for the services as delineated in this agreement in the following manner

- A The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of hours spent performing financial indigency screening services for the City of Redmond, listed by date at \$43.23 per hour. The hourly rate includes salary benefits, and County overhead at 5.2 percent.
- Billing will be for actual time on the job which may vary depending on the number of defendants who present themselves for screening. The screener is expected to be present at East Division. Redmond District Court from 8.30 a.m. to 4.30 p.m. on Mondays. At least half this time will be in service to the City, the remaining half in service to King County District Court. In weeks when District and City court are not in session on a Monday, the screener will be present on the alternative day that week in which arraignments are held. The screener may at his or her discretion, work up to an extra hour if warranted by the demand for financial screening. Any time more than five hours in a single day must be authorized by the City prior to being worked. The City contact for this authorization is the Redmond City Clerk at (425)556-2190.
- C The City shall remit payment to the County within thirty calendar days of receipt of the invoice

III TIME OF PERFORMANCE

This agreement shall be effective the 25th day of May 2009 through the 31st day of December 2009 and shall automatically renew on an annual calendar year basis unless otherwise modified or terminated as provided hereinafter

IV MODIFICATIONS

The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement. The County reserves the right to increase fees of Section II A of this agreement upon thirty days notice.

V TERMINATION

This agreement may be terminated without cause only after 60 days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for immediate termination upon notice received by one party given by the other. Any termination of this Agreement shall not terminate any obligation of either party incurred prior to such termination.

VI MUTUAL COVENANTS

Both parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results

- A Control of personnel, standards of performance discipline and all other aspects of performance shall be governed entirely by the County
- B All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County
- C The contact for the City regarding citizen complaints about the indigency screening process is the Office of the Public Defender (OPD) at 206-296-7582 OPD will institute its complaint investigation process immediately. The Redmond City Clerk at 425-556-2190 shall be the contact regarding citizen complaints about defense attorney performance.
- Any controversy or claim arising out of or relating to this agreement shall be referred to a mediator selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim if the parties cannot mutually agree upon selection of a mediator within seven days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten days from the date of his/her selection or at such other time as the parties may mutually agree. The cost of the mediator if any shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties right to terminate this agreement for cause, as per Section V

VII INDEMNIFICATION

- A The County shall indemnify and hold harmless the City and its officers agents and employees or any of them from any and all claims actions, suits, liability loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any negligent action or omission of the County its officers agents and employees or any of them in performing services pursuant to this agreement. In the event that any suit based upon such a claim action loss or damage is brought against the City the County shall defend the same at its sole cost and expense provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers agents employees or any of them, or jointly against the City and County and their respective officers agents, and employees or any of them, the County shall satisfy the same.
- B The City shall indemnify and hold harmless the County and its officers agents and employees or any of them from any and all claims actions suits, liability, loss, costs expenses and damages of any nature whatsoever by reason of or arising out of any negligent act or omission of the City its officers, agents and employees or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County the City shall defend the same at its sole cost and expense provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved, and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly

against the County and City and their respective officers agents and employees or any of them the City shall satisfy the same

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

VIII AUDITS AND INSPECTION

The records and documents with respect to all matters covered by this agreement shall be subject to inspection review or audit by the County or City during the term of this agreement and six years after termination hereof

IX NON-DISCRIMINATION

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor

IN WITNESS HEREOF the parties hereto have caused this amendment to be executed and instituted on the date first above written

KING COUNTY	CITY OF REDMOND
FOR Quale	Machine
King Gerafity Executive	City Mayor
49/9	John Marchione
Date	NAME (Please type or print)
	5/5/09
	Date / T
	ATTEST
	Cupehelleby-ly Colice
	City Clerk
	Approved as to Form
	11/1/10
	City Attorney
	CICION